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Notice of Sale
C/A No: 2011-CP-02-02510

BY VIRTUE OF A DECREE of the Court of Common Pleas for Aiken County, South Carolina, heretofore issued in the case of Bank of America, N.A, successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP against, Rose Marks individually and as Trustee of the Rose Marks Trust under Trust Instrument dated October 1, 1997 for the Benefit of Rose Marks, Woodside Plantation Property Owners' Association, Inc., and United States of America, acting by and through its agency, the Internal Revenue Service, I the undersigned as Master in Equity for Aiken County, will sell on October 7, 2013, at 11:00 am , at the Aiken County Courthouse in Aiken, South Carolina, to the highest bidder:

Legal Description and Property Address:

All that certain piece, parcel or lot of land with any improvements thereon, situate, lying and being in the City of Aiken County, County of Aiken, State of South Carolina being shown and designated as Lot No. 97, Section 5, Phase Two, Woodside Plantation, as shown upon a plat recorded in Plat Book 25 at Page 69 and as shown upon and individual plat made for William E. Downey, Jr., and Harriet A. Downey by Tripp Land Surveying, Inc. dated January 15, 1996, recorded February 7, 1996 in Misc. Book 818, at page 154, records of Aiken County, South Carolina. Reference being made to said plats as often as necessary for a more complete and accurate description as to the metes, bounds and location of said lot.

This being the same property conveyed to Rose Marks, Trustee under the Rose ^(MAW)Marks Living Trust dated October 1, 1997 by deed of Marcos Pustilnik and Anne C. Pustilnik, dated June 6, 2008 and recorded June 9, 2008 in the Register of Deeds Office for Aiken County, State of South Carolina, in Book RB 4207 at Page 231.

110 Scarlett Oak Place, Aiken, SC 29803
TMS # 123-13-18-008

TERMS OF SALE: For cash. Interest at the rate of Seven And 25/100 percent (7.25%) to be paid on balance of bid from date of sale to date of compliance. The purchaser to pay for papers and stamps, and that the successful bidder or bidders, other than the Plaintiff therein, do, upon the acceptance of his or her bid, deposit with the Master in Equity for Aiken County a certified check or cash in the amount equal to five percent (5%) of the amount of bid on said premises at the sale as evidence of good faith in bidding, and subject to any resale of said premises under Order of this Court; and in the event the said purchaser or purchasers fail to comply with the terms of sale within Twenty (20) days, the Master in Equity shall forthwith resell the said property, after the due notice and advertisement, and shall continue to sell the same each subsequent sales day until a purchaser, who shall comply with the terms of sale, shall be obtained, such sales to be made at the risk of the former purchaser. Since a personal or deficiency judgment is waived, the bidding will not remain open but compliance with the bid may be made immediately. If the Plaintiff or the Plaintiff's representative does not appear at the above-described sale, then the sale of the property will be null, void, and of no force and effect. In such event, the sale will be rescheduled for the next available sales day. Plaintiff may waive any of its rights, including its right to a deficiency judgment, prior to sale. Sold subject to taxes and assessments, existing easements and restrictions of record. Pursuant to Section 2410(c), Title 28, United States Code, the Defendant United States of America has a right to redeem the subject property within 120 Days after the date of the foreclosure sale.


Master in Equity
For Aiken County

Aiken, South Carolina
September 6, 2013.
KORN LAW FIRM, P.A.
Attorney for Plaintiff
1300 Pickens Street
Columbia, SC 29211